

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

RAS CITRON, LLC

130 Clinton Road, Suite 202

Fairfield, New Jersey 07004

Telephone Number: 973-575-0707

Attorneys for Secured Creditor

Harold N. Kaplan (HK-0226)

In Re:

ANGELINA REDDING,

Debtor.

Case No.: 17-20852-JNP

Chapter: 13

Hearing Date: _____

Judge: Jerrold N. Poslusny Jr.

**CERTIFICATION OF CREDITOR REGARDING POST PETITION PAYMENT HISTORY
(NOTE AND MORTGAGE DATED AUGUST 7, 2004)**

Marilyn Solivan

Contract Management Coordinator

of full age, employed as _____

by Ocwen Loan Servicing LLC, as servicer for, Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee f/k/a Norwest Bank Minnesota, National Association as Trustee for Renaissance HEL Trust 2004-3 ("Movant"), hereby certifies the following:

Recorded on August 23, 2004, in Cape May County, in Book M3922 at Page 461

Property Address: 315 West Wildwood Avenue, Wildwood, NJ 08260

Mortgage Holder: Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee f/k/a Norwest Bank Minnesota, National Association as Trustee for Renaissance HEL Trust 2004-3

Mortgagor(s)/ Debtor(s): Angelina Redding and John G. Redding

POST-PETITION PAYMENTS (Petition filed on 05/26/2017)

Amount Due	Date Payment Was Due	How Payment Was Applied (Mo./Yr.)	Amount Received	Date Payment Received	Running Suspense
1. \$645.99	7/1/2017	7/2017	\$678.96	6/27/2017	\$32.97

2.	\$645.99	8/1/2017	8/2017	\$678.96	7/31/2017	\$65.94
3.	\$645.99	9/1/2017	9/2017	\$678.96	8/30/2017	\$98.91
4.	\$645.99	10/1/2017	10/2017	\$645.99	10/9/2017	\$98.91
5.	\$645.99	11/1/2017	11/2017	\$645.99	11/13/2017	\$98.91
6.	\$645.99	12/1/2017	12/2017	\$645.99	12/26/2017	\$98.91
7.	\$645.99	1/1/2018	1/2018	\$645.99	3/5/2018	\$98.91
8.	\$645.99	2/1/2018	2/2018	\$645.99	4/3/2018	\$98.91
9.	\$645.99	3/1/2018	3/2018	\$645.99	6/13/2018	\$98.91
10.	\$645.99	4/1/2018	4/2018	\$645.99	7/19/2018	\$98.91
TOTAL:		-	(Cont. on Exhibit 1A)		-	

Monthly payments past due: 1 mos. x \$645.99

3 mos. x \$657.69

- Less Suspense Balance of (\$207.31) = \$2,411.75 as of November 29, 2018.

As of November 1, 2018, each current monthly payment is comprised of:

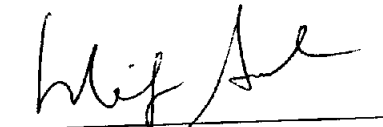
Principal	\$87.77
Interest	\$94.35
R.E. Taxes:	\$475.57
Insurance:	Included Above
Late Charge:	\$0.00
Other:	\$0.00
TOTAL	\$657.69

If the monthly payment has changed during the pendency of the case, please explain (attach separate sheet(s) if necessary): The monthly payment amount has changed due to changes in the monthly escrow amount.

Pre-petition arrears: N/A

I certify under penalty of perjury that the above is true.

Date: 12/18/18
Signature
rev.8/1/15



Marilyn Solivan

Contract Management Coordinator

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CAMDEN DIVISION

IN RE:

CASE NO.: 17-20852-JNP
CHAPTER 13

Angelina Redding,

Debtor.

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF FROM AUTOMATIC STAY

I, Marilyn Solivan, declare under penalty of perjury as follows:

1. I am employed as a Contract Management Coordinator of OCWEN LOAN SERVICING, LLC, and am authorized to sign this affidavit on behalf of OCWEN LOAN SERVICING, LLC as servicer for Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee f/k/a Norwest Bank Minnesota, National Association as Trustee for Renaissance HEL Trust 2004-3 ("Movant"). This affidavit is provided in support of the Motion for Relief from Stay (the "Motion") filed contemporaneously herewith.
2. I make this affirmation based upon my review of the records with regard to this underlying loan transaction, which are kept in the ordinary course of business of OCWEN LOAN SERVICING, LLC. As part of my job responsibilities for OCWEN LOAN SERVICING, LLC, I have personal knowledge of and am familiar with the types of records maintained by OCWEN LOAN SERVICING, LLC in connection with the loan that is the subject of the Motion (the "Loan") and the procedures for creating those types of records. I have access to and have reviewed the books, records and files of OCWEN LOAN SERVICING, LLC, that pertain to the Loan and extensions of credit given to Debtor(s) concerning the property securing such Loan.
3. The information in this affidavit is taken from OCWEN LOAN SERVICING, LLC'S business records regarding the Loan. The records are: (a) made at or near the time of the

occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of OCWEN LOAN SERVICING, LLC's regularly conducted business activities; and (c) it is the regular practice of OCWEN LOAN SERVICING, LLC, to make such records.

4. The Debtor and Co-signer John G. Redding (Deceased) have executed and delivered or are otherwise obligated with respect to that certain promissory note referenced in the Motion (the "Note"). The Debtor and Co-signer John G. Redding (Deceased) have executed and delivered or are otherwise obligated with respect to that certain Mortgage referenced in the Motion (the "Mortgage"). Pursuant to that certain Mortgage referenced in the Motion (the "Mortgage"), all obligations of the Debtor(s) under and with respect to the Note and the Mortgage are secured by the property referenced in the Motion.
5. As of November 29, 2018, there are one or more defaults in paying Debtor(s) post-petition amounts due with respect to the Note.
6. As of November 29, 2018, the total unpaid principal balance is \$79,070.86, which includes the unpaid principal balance of \$56,870.86 and deferred principal balance of \$22,200.00.
7. The following chart sets forth those post-petition payments, due pursuant to the terms of the Note, that have been missed by the Debtor(s) as of November 29, 2018:

Number of Missed Payments	From	To	Monthly Missed Principal and Interest	Monthly Missed Escrow (if applicable)	Monthly Payment Amount	Total Amounts Missed
1	8/1/2018	8/1/2018	\$182.12	\$463.87	\$645.99	\$645.99
3	9/1/2018	11/1/2018	\$182.12	\$475.57	\$657.69	\$1,973.07
Less postpetition partial payments (suspense balance):						\$207.31

Total: **\$2,411.75**

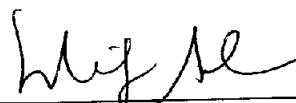
8. As of November 29, 2018, the total postpetition arrearage/delinquency is \$3,161.75, consisting of (i) the foregoing total of missed postpetition payments in the amount of \$2,411.75, plus (ii) the following postpetition fees:

Description	Amount
Proof of Claim	\$750.00

9. Attached hereto as Exhibit "1" is a post-petition payment history.

Pursuant to 28 U.S.C. § 1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 18th day of Dec., 2018.

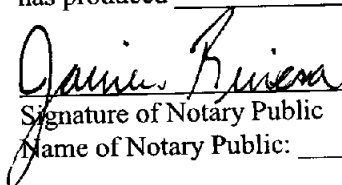
Signature: 

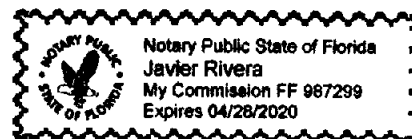
Name: Marilyn Solivan

Title: Contract Management Coordinator

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of Dec., 2018 by Marilyn Solivan as Contract Management Coordinator for Ocwen Loan Servicing, LLC who is the servicer for WELLS FARGO BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE F/K/A NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION AS TRUSTEE FOR RENAISSANCE HEL TRUST 2004-3, who is personally known to me or who has produced _____ as identification.


Signature of Notary Public
Name of Notary Public: Javier Rivera



Personally known: ✓
OR Produced Identification: _____
Type of Identification Produced: _____

Exhibit 1

Post Petition Payment History

Name:	Angelina Redding		1st post due is 07/01/2017						
BK Case Number:	17-20852-JNP								
Filing Date:	5/26/2017								
Post First Due:	6/1/2017								
Post-Petition Due	Date Received		Amount Received	Amount Applied	Completed By:	Madhuys	Suspense Application	Suspense Balance	Comments
	7/1/2017	6/27/2017	\$ 678.96	\$ 645.99	\$ 32.97	\$ 32.97	\$ 32.97	\$ 65.94	
	8/1/2017	7/31/2017	\$ 678.96	\$ 645.99	\$ 32.97	\$ 32.97	\$ 98.91	\$ 98.91	
	9/1/2017	8/30/2017	\$ 678.96	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	10/1/2017	10/9/2017	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	11/1/2017	11/13/2017	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	12/1/2017	12/26/2017	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	1/1/2018	3/5/2018	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	2/1/2018	4/3/2018	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	3/1/2018	6/13/2018	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	4/1/2018	7/19/2018	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
	5/1/2018	8/8/2018	\$ 645.99	\$ 645.99	\$ -	\$ -	\$ 98.91	\$ 98.91	
		9/24/2018	\$ 85.00		\$ 85.00	\$ 85.00	\$ 183.91	\$ 183.91	
	6/1/2018	10/31/2018	\$ 657.69	\$ 645.99	\$ 11.70	\$ 11.70	\$ 195.61	\$ 195.61	
	7/1/2018	11/20/2018	\$ 657.69	\$ 645.99	\$ 11.70	\$ 11.70	\$ 207.31	\$ 207.31	

Post Due Payment History

Name:	Angelina Redding					
BK Case Number:	17-20852-JNP					
Filing Date:	5/26/2017					
Completed by:	Madhuys					
Due Date	Total Payment	Principal	Interest	Escrow	Optional Products	NOPC Filed Date
8/1/2018	\$ 645.99	\$ 87.34	\$ 94.78	\$ 463.87		7/27/2018
9/1/2018	\$ 657.69	\$ 87.48	\$ 94.64	\$ 475.57		
10/1/2018	\$ 657.69	\$ 87.63	\$ 94.49	\$ 475.57		
11/1/2018	\$ 657.69	\$ 87.77	\$ 94.35	\$ 475.57		
Total Due	\$ 2,619.06	\$ 350.22	\$ 378.26	\$ 1,890.58	\$ -	

RIGHT TO FORECLOSE STATEMENT PAGE

Case number: 17-20852-JNP
Debtor: Angelina Redding

Basis for asserting that Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee f/k/a Norwest Bank Minnesota, National Association as Trustee for Renaissance HEL Trust 2004-3, has the right to foreclose:

Ocwen Loan Servicing, LLC services the underlying mortgage loan and note for the property referenced in this Motion for Relief From the Automatic Stay for **Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association, as Trustee f/k/a Norwest Bank Minnesota, National Association as Trustee for Renaissance HEL Trust 2004-3**, (hereinafter, "note holder") and is entitled to proceed accordingly. Should the Automatic Stay be lifted and/or set aside by Order of this Court or if this case is dismissed or if the Debtor obtains a discharge and a foreclosure action is commenced or recommenced, said foreclosure action will be conducted in the name of the note holder. The note holder has the right to foreclose because:

☐ Note holder is the owner of the note.

☒ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder directly or through an agent has possession of the promissory note and the promissory note is either made payable to Note holder or has been duly endorsed.

☐ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder directly or through an agent, has possession of the promissory note and will enforce the promissory note as transferee in possession.

☐ Note holder is the original mortgagee or beneficiary or assignee of the security instrument for the referenced loan. Note holder is unable to find the promissory note and will seek to prove the promissory note through the filing of a lost note affidavit.

☐ Note holder is the successor trustee and transferee in possession of the security instrument for the referenced loan.